

Amendment 2 to DOC52PAPT0501010

The purpose of Amendment 2 is to amend the solicitation to incorporate questions submitted by interested parties and answers provided by the U.S. Patent and Trademark Office (USPTO).

Questions and Answers

1) Question: Could you please clarify whether the USPTO will furnish ECLA, JPO, and FI classification in the English language or whether the contractor has to obtain these classifications directly from EPO or JPO? Also, will the EPO and JPO provide assistance to the contractor either directly or through the USPTO for CLINs 0002 and 0003?

Answer: ECLA is the EPO classification and the English version can be accessed from Espacenet at <http://v3.espacenet.com/eclasrch?CY=ep&LG=en>

FI is the JPO classification, and the English version can be accessed at http://www5.ipdl.ncipi.go.jp/pmgs1/pmgs1/!frame_E?hs=1&gb=1&dep=1&sec=&cls=&scls=&mgrp=&idx=&sgrp=&sf=&bs=&dt=0&wrd=&nm=

The PTO can provide the contractor with the bulk files of the FI and ECLA titles if necessary.

The contractor will work directly with USPTO on all CLINs. USPTO will coordinate work with EPO and JPO when necessary.

2) Question: Are we required to fill out the Action Code column on sample 2 and 3 spreadsheets? Are Transaction Code and Action Code the same? Are the Transaction Codes in Annex 1 applied to the Action Code column?

Answer: Yes, the entire spreadsheet should be completed. Yes, Action Codes and Transaction Codes are the same. The Transaction Codes in ANNEX1 are the Action Codes used when reclassifying documents in samples 2 and 3.

3) Questions: With the U.S. Patent and Trademark Office moving from Crystal City in Arlington, VA to the Carlyle Campus in Alexandria, VA, where are the "Government experts" (mentioned in Section C) we are suppose to meet with on a regular basis?

Answer: All the Government experts that the contractor will have contact with are now located at our Carlyle Campus in Alexandria, VA.

4) Question: Regarding small business subcontracting plans: FAR 52.219-9 (d)(1) states that goals shall be "expressed in terms of percentages of total planned subcontracting dollars, ..." Your Reclassification RFP, in section L.4.6.1, sets a minimum goal of 20% participation. Does this mean 20% of all subcontracting (as in FAR)? Or, does it mean 20% of the total contract dollar amount?

Further: Based on the FAR language, if a prime were to set a goal of subcontracting 20% of the total amount and all of this was to be subcontracted to small business concerns, then the percentages "of total planned subcontracting dollars" (as in FAR) would be 100%. For this example, please tell us which percentage should be used in the percentage goal part of the plan, i.e., 100% or 20%.

Answer: 20% of the total contract dollar amount should be subcontracted to small businesses.

5) Question: (Reference: Solicitation § C.2). Will USPTO establish a separate Contract Line Item Number (CLIN) for other direct costs (ODCs) that the parties may agree are compensable? If so, will those ODCs be considered in evaluation for award? Rationale: AGAR 452.216-72 (ODCs evaluated for award on IDIQ contracts); AIDAR 732.111 (USAID fixed-unit-price IDIQ contracts to include provision for other direct costs, such as travel and transportation).

Answer: There is no separate CLIN for ODCs.

6) Question: Will USPTO consider this as a commercial-item contract, under FAR Part 12? Rationale: The services called for under this solicitation are commercial-type analysis services, which can be provided by personnel trained in the appropriate technologies, project management and patent systems, both here and abroad. These are, therefore, classic commercial-item services under FAR Part 12, per FAR 2.101, and we recommend that the contract appropriately should be constructed using the commercial-item clauses at FAR 52.212-1 et seq.

We should note that USPTO's inclusion of FAR 52.227-3, Patent Indemnity, in the clauses incorporated by reference in Section I, reflects the commercial-item nature of this contract, and if this contract is *not* to be treated as a commercial-item contract, that clause should be deleted, per FAR 27.203-1. Furthermore, the clause at FAR 52.227-1, Authorization and Consent, should be included in the contract, per FAR 27.201-1.

Answer: Although some aspects of the services called for under this solicitation may be considered commercial in nature, the resulting contract will not be a FAR part 12 commercial item contract. Both FAR clauses §52.227-1 (Authorization and Consent) and §52.227-3 will be included in the solicitation.

7) Question: (Reference: Solicitation § F.3; § I.2. FAR 52.216-18 Ordering). Will the USPTO clarify the solicitation to make it clear that orders will be delivered only electronically? Section F.3, Paragraphs B and D seem to conflict on how orders will be issued and delivered; they suggest that orders may, alternatively, be sent by mail. See also Section I.2, incorporating by reference FAR 52.216-18, Ordering. To simplify scheduling, which will be a major focus of this contract, we would respectfully recommend that USPTO send orders only electronically, and that the solicitation be clarified accordingly.

Answer: The USPTO's contract generating system issues task orders on the Optional Form 347 (used for original task orders) or the Standard Form 30 (used for task order modifications). Both forms have a block for the Contracting Officer's signature. Unfortunately, the Office of Procurement does not have electronic signature capabilities as of yet. These forms are printed, signed, and mailed to the contractor. Facsimiles can be sent with originals put in the mail on the same day to the contractor. Any attachments to these forms can be sent to the contractor via email.

8) Question: (Reference: Solicitation § H.7, Organizational Conflict of Interest). To address and resolve any organizational conflicts of interest after award, to whom should any organizational conflict of interest mitigation plan be submitted? Can USPTO commit to prompt review and response on any such plan?

Answer: Any conflict of interest mitigation plan should be submitted to the address and Contracting Officer listed in Section L.5. The Contracting Officer and the Office of General Counsel will review any Conflict of Interest promptly.

9) Question: Order of Precedence: Should there be a conflict, we assume the specific instructions in Section L override any instructions to offeror's in FAR 52.215-1, which is incorporated by reference.

Answer: If there is a conflict in the order of precedence between FAR 52.215-1 and the remainder of Section L, FAR 52.215-1 shall supersede. Please note in your proposal that it followed FAR 52.215-1 and not a clause in Section L if a conflict is found.

10) Question: Given the huge variations in potential quantities (CLIN 0006, Document Classification, for example, may vary from 37,500 to 1,187,500 units in the first year alone), will USPTO revert to what appears to be more appropriate, a "requirements"-type contract? Per FAR 16.504(a)(1), the maximum quantities stated in an IDIQ solicitation should reflect market research, trends on recent contracts for similar supplies or services, surveys of potential users, or other rational bases. That data has apparently not been available to USPTO, and so a more basic requirements contract appears a more appropriate course.

Answer: The USPTO generated those quantities based on projects done within the USPTO in the past and the number of waiting projects or projects in various stages of completeness to be performed by this contract.

11) Question: Discussions Before Award: Will USPTO hold discussions before award? Given the huge variations in potential quantities in most of the CLINs, the solicitation as presently structured presents substantial risks. To mitigate those risks for both parties, discussions before award would be appropriate.

Answer: As stated in M.4 AWARD WITHOUT DISCUSSIONS, the Government intends to evaluate proposals and award a contract without discussions with Offeror's (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

12) Question: Given the huge variation in potential quantities, can USPTO provide, based on past experience, further details of the major areas of technology where reclassification efforts will be required e.g. a breakdown of reclassification orders by Technology Center?

Answer: In general, each Technology Center determines which areas of its assigned technologies require reclassification. USPTO has given priority to international reclassification projects listed in the attachment. It is anticipated the contractor will initially assist with some of the project on the list. Additional projects are added to the list as agreed to by the Trilateral Offices.

13) Question: Would it be possible to give a oral presentation to the RFP Review Board in support of a hard copy RFP response?

Answer: Oral presentations will not be given to the RFP Review Board unless a competitive range is set and discussions are held. Please reference the answer to Question 11.

14) Question: Could you tell me contact for the program office, or is that information not releasable at this time?

Answer: This information is not available at this time. Any questions that the program office is to answer should have been directed to the email address listed in Section L.6 of the RFP.

END OF AMENDMENT 2